

## SECTION VII

### DISCLOSURE AND USE OF PROJECT INFORMATION

7.1. In accordance with paragraph 8.1.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the following disclosure limitations shall apply to this Supplement: the U.S. DoD shall not disclose Project Information contrary to its national disclosure policies. However, TR MND-SSM will be provided with all relevant releasable Project Information needed to autonomously operate, maintain and support the JSF Air System to its maximum capability.

7.2. Subject to the provisions of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU and to U.S. national disclosure policies, the TR MND-SSM will be provided all of the Project Information acquired in the implementation of Section III (Scope of Work) of that MOU, including but not limited to the following: design criteria and software, operation and support of the TR MND-SSM JSF Air System; implementation of Affordability Initiatives, including new and innovative project management, logistic, manufacturing, and engineering practices, and the investigation of the costs and benefits associated with the Participants' operation of the Air System.

7.3. The TR MND-SSM will be provided with copies of the following documents for the JSF Program (and changes thereto) upon entry into effect of this Supplement: the Acquisition Program Baseline; the joint Operations Requirements Document; the Joint Model Specification; the Contract Specification; the Contract statement of work; and, the Integrated Master Plan. The Air System Life Cycle Plan, which addresses JSF autonomic logistics, will be provided to TR MND-SSM after delivery to the U.S. DoD by the Air System Contractor.

7.4. In accordance with paragraph 8.1.3 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the extent and manner to which the TR MND-SSM shall be given access to electronically provided Project Foreground Information are as follows: The TR MND-SSM shall have timely access to such electronic data to the extent consistent with the disclosure limitations in paragraph 7.1 of this Supplement.

7.5. Paragraphs 8.2.2, 8.4.2, and 8.5.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD

Framework MOU require that each Supplement specify the purposes for which each Participant other than the U.S. DoD may use or have used Government Project Foreground Information, Contractor Project Foreground Information, and Contractor Project Background Information delivered under Contracts awarded in accordance with the JSF SDD Framework MOU, respectively. For the TR MND-SSM, those purposes shall be Project purposes.

7.6. Paragraph 8.8.2 and 8.8.6 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU require each Supplement to specify the purposes for which a Participant other than the U.S. DoD may practice or have practiced Project Inventions for which a Contractor or a Participant, respectively, grants a license under its Patents. For the TR MND-SSM, those purposes shall be Project purposes.

7.7. The Participants acknowledge that TR MND-SSM's rights of use regarding Project Information and Patents under paragraphs 7.5 and 7.6 will allow TR MND-SSM to use that Information for the purposes of achieving the objectives in Section II (Objectives) and Section III (Scope of Work) of the JSF SDD Framework MOU.

## SECTION VIII

### SECURITY

8.1. All Classified Information and Material provided or generated pursuant to the JSF SDD Framework MOU shall be stored, handled, transmitted, and safeguarded in accordance with the General Security of Military Information Agreement between the United States of America and Turkey, of 21 March 1986, and including the Industrial Security Annex thereto, of 14 July 1986.

8.2. Existence of this Supplement is UNCLASSIFIED and the contents are UNCLASSIFIED.

## SECTION IX

### AMENDMENT, ENTRY INTO EFFECT, AND DURATION

9.1. This Supplement may be amended in accordance with Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU.

9.2. The TR MND-SSM may withdraw from the JSF SDD Framework MOU and this Supplement if it concludes that the Turkish industrial participation in this Project is not satisfactory.

9.3. This Supplement, which consists of nine (9) Sections and two (2) Annexes, shall enter into effect on the date by which all of the following circumstances have occurred: this Supplement and the FMPD have been signed by both Participants; and the JSF SDD Framework MOU amendment to add TR MND-SSM has entered into effect. This Supplement shall remain in effect for the duration of the JSF SDD Framework MOU, unless terminated earlier by the Participants.

The foregoing represents the understandings reached between the Department of Defense of the United States of America on behalf of the Government of the United States of America and the Undersecretariat for Defense Industries on behalf of the Ministry of Defense of the Government of the Republic of Turkey upon the matters referred to therein.

Signed, in duplicate, in the English language by authorized representatives.

FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED  
STATES OF AMERICA ON  
BEHALF OF THE GOVERNMENT  
OF THE UNITED STATES OF  
AMERICA



Signature

E. C. Aldridge, Jr.

Name

USD(AT&L)

Title

11 July 2002

Date

Washington, D.C.

Location

FOR THE UNDERSECRETARIAT  
FOR DEFENSE INDUSTRIES  
ON BEHALF OF THE  
MINISTRY OF DEFENSE OF  
THE GOVERNMENT OF THE  
REPUBLIC OF TURKEY



Signature

Prof. Dr. D. Ali Ercan

Name

Undersecretary for  
Defense Industries

Title

11 July 2002

Date

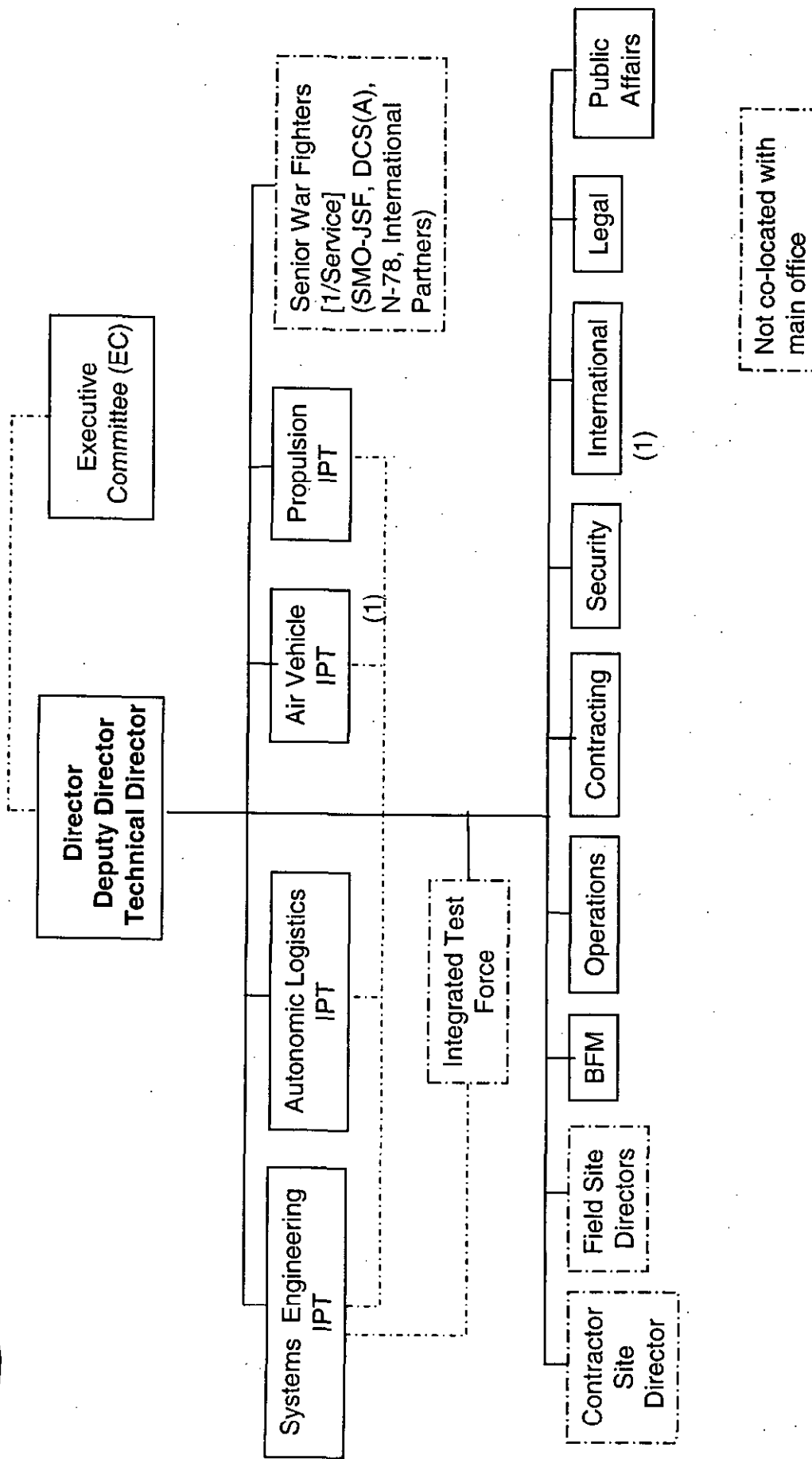
Washington, D.C.

Location



# Annex A

## Supplement Management Structure



Note (1): TR National Deputy - Coalition Warfare/C4I Support Officer

## ANNEX B

### JSF COOPERATIVE PROJECT PERSONNEL

#### 1.0. Purpose and Scope.

1.1. This Annex establishes the provisions which shall govern the conduct of JSF Cooperative Project Personnel. The TR MND-SSM shall assign military members or civilian employees to the JSF Program Office or U.S. DoD field activities in accordance with Section III (Management (Organization and Responsibility)), Annex A (Supplement Management Structure) and this Annex. JSF Cooperative Project Personnel must be able to perform all the responsibilities for the positions assigned to them under this Supplement. Commencement of assignments shall be subject to any requirements that may be imposed by the U.S. DoD or the U.S. Government regarding acceptance of JSF Cooperative Project Personnel, such as, but not limited to, visas and visit request documentation. The U.S. DoD and TR MND-SSM EC representatives shall determine the length of tour for the positions at the time of initial assignment.

1.2.. JSF Cooperative Project Personnel shall be assigned to the JSF Program Office or U.S. DoD field activities for Project work and shall report to their designated supervisor within those organizations regarding that work. JSF Cooperative Project Personnel shall not act as liaison officers for the TR MND-SSM. However, such personnel may act from time to time on behalf of the TR MND-SSM's EC representative if the latter so authorizes in writing.

1.3. JSF Cooperative Project Personnel shall not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

#### 2.0. Security.

2.1. The U.S. DoD and TR MND-SSM EC representatives shall establish the maximum level of security clearance required to permit JSF Cooperative Project Personnel to have access to Classified Information and Material and facilities in which Classified Information and Material are used in accordance with the Program Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and Material and facilities in which Classified Information and Material are used shall be consistent with, and limited

by, Section II (Objectives) and Section III (Scope of Work) of the JSF SDD Framework MOU and the corresponding provisions of this Supplement, and shall be kept to the minimum required to accomplish the work assignments.

2.2. The TR MND-SSM shall cause security assurances to be filed, through the TR Embassy, specifying the security clearances for the JSF Cooperative Project Personnel being assigned. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established U.S. procedures.

2.3. The Participants shall use their best efforts to ensure that both TR MND-SSM and U.S. DoD personnel assigned to the JSF Program Office or U.S. DoD field activities are aware of, and comply with, applicable laws and regulations pertaining to Controlled Unclassified Information and Classified Information and Material as well as the requirements of Section IX (Controlled Unclassified Information), Section X (Visits to Establishments), Section XI (Security), and paragraph 18.7 of Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU and the corresponding provisions of this Supplement, and the PSI and CG. Prior to commencing assigned duties, JSF Cooperative Project Personnel shall, as required by U.S. Government laws, regulations, or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4. JSF Cooperative Project Personnel shall at all times be required to comply with the security and export control laws, regulations and procedures of the U.S. Government. Any violation of security procedures by JSF Cooperative Project Personnel during their assignment shall be reported to the TR MND-SSM for appropriate action. JSF Cooperative Project Personnel committing willful violations of security and export control laws, regulations, or procedures during their assignments shall be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by the TR MND-SSM.

2.5. All Classified Information and Material made available to JSF Cooperative Project Personnel shall be considered as Classified Information and Material furnished to the TR MND-SSM and shall be subject to all of the provisions and safeguards provided for in Section XI (Security) of the JSF SDD Framework MOU, Section VII (Security) of this Supplement, and the PSI and the CG.



2.6. JSF Cooperative Project Personnel shall not have personal custody of Classified Information and Material or Controlled Unclassified Information, unless approved by the JSF Program Office and as authorized by the TR MND-SSM on a case-by-case basis. They shall be granted access to such Information and material in accordance with Section IX (Controlled Unclassified Information) and Section XI (Security) of the JSF SDD Framework MOU and the provisions of the PSI during normal duty hours and when access is necessary to perform Project work.

2.7. JSF Cooperative Project Personnel shall not serve as a conduit between the U.S. DoD and TR MND-SSM for requests for and/or transmission of Classified Information and Material or Controlled Unclassified Information unless specifically authorized by the PSI.

### 3.0. Administrative Matters.

3.1. Consistent with U.S. laws and regulations, JSF Cooperative Project Personnel shall be subject to the same restrictions, conditions, and privileges as U.S. DoD personnel of comparable rank and in comparable assignments. Further, to the extent authorized by U.S. laws and regulations, JSF Cooperative Project Personnel and their authorized dependents shall be accorded:

3.1.1. Exemption from any U.S. Government tax upon income received from the TR MND-SSM.

3.1.2. Exemption from any U.S. Government customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2. Upon or shortly after arrival, JSF Cooperative Project Personnel shall be informed by the JSF Program Office or U.S. DoD field activities about applicable laws, orders, regulations, and customs and the need to comply with them. JSF Cooperative Project Personnel shall also be provided briefings arranged by the JSF Program Office or U.S. DoD field activities regarding applicable entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to JSF Cooperative Project Personnel and their dependents at U.S. DoD medical facilities, subject to applicable laws and regulations, including reimbursement requirements.

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs for JSF Cooperative Project Personnel and their dependents, subject to applicable laws and regulations.

3.2.3. Responsibility of JSF Cooperative Project Personnel and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by JSF Cooperative Project Personnel and their dependents, the recourse shall be against such insurance.

3.3. The JSF PD, through the JSF Program Office and U.S. DoD field activities, shall establish standard operating procedures for JSF Cooperative Project Personnel in the following areas:

3.3.1. Working hours, including holiday schedules.

3.3.2. Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.3. Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.4. Performance evaluations, recognizing that such evaluations must be rendered in accordance with the TR MND-SSM's military or civilian personnel regulations and practices.

3.4. JSF Cooperative Project Personnel committing an offense under the laws of the government of either Participant may be withdrawn from this Project with a view toward further administrative or disciplinary action by the TR MND-SSM. Disciplinary action, however, shall not be taken by the U.S. DoD against JSF Cooperative Project Personnel, nor shall JSF Cooperative Project Personnel exercise disciplinary authority over U.S. DoD personnel. In accordance with U.S. laws, regulations, and procedures, the U.S. DoD shall assist the TR MND-SSM in carrying out investigations of offenses involving JSF Cooperative Project Personnel.